

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 18, 2003Division: Management ServicesBulk Item: Yes x No Department: Technical Services

AGENDA ITEM WORDING: Approval to waive purchasing policy and approval of a 1 year extension for a Special Service Arrangement with BellSouth for Frame Relay Service.

ITEM BACKGROUND: 1 year extension for existing services. Technical Services is in the process of going out to Bid and we are asking the Board for a 1 year extension of this contract and order for us to complete the Bid Process.

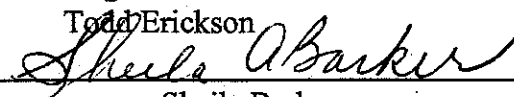
Waiving of Purchasing Policy is required to extend length of Contract to allow time to inventory all equipment, prepare itemization of all services needed and prepare specification for bid process. Without extending contract, we incur increased costs.

PREVIOUS RELEVANT BOCC ACTION: Contract approved on May 17, 2000, for 37 months.

CONTRACT/AGREEMENT CHANGES: None

STAFF RECOMMENDATIONS: Approval**TOTAL COST:** \$112,680.60 **BUDGETED:** Yes x No **COST TO COUNTY:** \$112,680.60 **SOURCE OF FUNDS:** Ad Valorem**REVENUE PRODUCING:** Yes No x **AMOUNT PER MONTH** \$
Year \$ **APPROVED BY:** County Atty OMB/Purchasing Risk Management **DEPARTMENT DIRECTOR APPROVAL:** **DIVISION DIRECTOR APPROVAL:**

Todd Erickson



Sheila Barker

DOCUMENTATION: Included X To Follow Not Required **DISPOSITION:** **AGENDA ITEM #** C-18**REVISED SUMMARY SHEET**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: BellSouth Contract # _____
 Effective Date: June 18, 2003
 Expiration Date: June 18, 2004

Contract Purpose/Description:
Frame Relay Service

Contract Manager: Lisa Druckemiller 5100 Technical Services/5B
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 6/18/03 Agenda Deadline: 6/03/03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 112,680.60 Current Year Portion: \$ 37,560.20
 Budgeted? Yes ☒ No ☐ Account Codes: 001-06002-530-410-
 Grant: \$ _____
 County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ 112,680.60/yr For: Data Circuits
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Baker</u>	<u>5/28/03</u>
Risk Management	<u>5/29/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Smith</u>	<u>5/29/03</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Baker</u>	<u>6/2/03</u>
County Attorney	<u>5-23-03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Smith</u>	<u>5/23/03</u>

Comments: Insert BOCC/MC info in signature area 2

BellSouth should provide proof of insurance - workers compensation, general liability and vehicle liability

OMB: needs non-appropriation clause, ethics clause

and Public Entity Crime Statement

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 21
Cancels Original Page 21

ISSUED: April 11, 2003

BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: April 26, 2003

A2. GENERAL REGULATIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment

(M)(T)

- A. In the event that all or any part of the service is disconnected at the customer's request prior to the expiration of any selected payment period of greater than one month's duration, the customer will be required to pay the applicable termination charge as stated in the Access Service Tariff, the Private Line Service Tariff and this Tariff. The tariff provisions concerning termination liability shall be inapplicable to any state, county, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

(M)

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

(M)

(M)

(M)

(M)

(M)

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation.

Absent any official statute, ordinance, policy directive, or constitutional provision, the customer shall be responsible for the termination charges.

Nonrecurring charges from Section A4. of this Tariff and from the specific tariff section for the contracted service, associated with the establishment of the contracted service that has been deferred over the life of the payment plan, shall be due immediately and in full at the time of disconnect of the service in accordance with the tariff for the affected service.

A2.4.9 Reserved for Future Use

A2.4.10 Payment Plans for Contract Services

A. General

1. The regulations specified herein are applicable to specific services as indicated in each service's respective section of this Tariff.
2. Services furnished under the Payment Plans for Contract Services (PPCS) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
3. The PPCS are payment plans which allow customers to pay fixed or variable rates for services provided over variable contractual payment periods. A specific monthly rate applies for the duration of each period.

Payment periods for services provided under PPCS will be described in the services' specific tariff section. The following is an example of payment periods offered.

- a. Payment Plan A - payment periods may be selected from 24 months to 48 months in length.
- b. Payment Plan B - payment periods may be selected from 49 months to 72 months in length.
- c. Payment Plan C - payment periods may be selected from 73 months to 96 months in length.
4. When the customer extends service beyond the longest service period offered, then rates for the longest available service period will apply.
5. When the customer orders service to be provided under a PPCS arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. Payment Plan B and sixty months.

B. Application of Rates and Charges

1. Rates stabilized under a PPCS arrangement are exempt from Company-initiated increases, however, decreases for any rate element will automatically flow through to the customer. Effective with this Tariff, customers under a PPCS arrangement will be billed the lower of their existing PPCS rates or the current PPCS rates for their service arrangement.
2. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service charge will not be applicable for such renewals or changes to the payment period.

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

(signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Letter of Election

Monroe County ("Subscriber") requests BellSouth Telecommunications, Inc. ("Company") to provide the following Service at Subscriber locations as detailed in the Service Attachment. The Service included in this Agreement is:

Frame Relay Service

The Company will provide the requested Service under the terms and conditions stipulated in the governing tariff. Tariff references providing the basis for this Agreement are detailed in the Service Attachment. Important tariff provisions relating to the requested Service include, but are not limited to:

1. The Company will furnish, install, maintain, and provide maintenance of the Service in accordance with the Company's lawfully filed tariffs. The service period shall begin on the date Service is installed and billing begins ("Service Period"), unless specified otherwise in the tariff.
2. The Subscriber agrees to pay the Company for the provision of the Service based on the selected length of term described in the tariff. This monthly rate will continue for the elected Service Period and will not be subject to Company initiated change during this period.
3. The Service Period, monthly recurring charges, and non-recurring charges for this Agreement are detailed in the Service Attachment.
4. In the event the Service is terminated prior to the expiration of the Service Period, the Subscriber shall pay Termination or Cancellation Charges as specified in the tariff. The appropriate tariff sections shall govern moves of service, upgrades to a higher level of service, and changes in jurisdiction.
5. The Service Attachment describes the quantity of Service the Subscriber has ordered. Should the Subscriber desire to add or change Service, the Company agrees to do so under the terms and conditions of the tariff and the Subscriber agrees pay any additional charges resulting from the change or addition.
6. In the event the Service requested by the Subscriber is cancelled prior to establishment of Service, but after the date of ordering reflected herein, the Subscriber is required to reimburse the Company for all expenses incurred in handling the request before the notice of cancellation is received. Such charges will not exceed the sum of all charges that would apply if the work involved in complying with the request had been completed.
7. The Subscriber agrees to pay any added costs incurred by the Company due to Subscriber initiated change in the location of the requested Service prior to the time the Service is installed.
8. At the expiration of the Service Period, the Subscriber may continue the Service according to renewal options provided in the tariff.
9. Service Periods may also be renewed prior to expiration in accordance with regulations and rates then in effect.
10. If the Subscriber does not elect an additional Service Period, or does not request discontinuance of the Service, then the Service will continue at the monthly rate in effect for month-to-month rates at the time the Service Period expires, or as specified in the tariff.

Initial: _____

Date: _____



Page 1 of 3

Private/Proprietary

May not be used or disclosed outside the BellSouth companies, except pursuant to a written agreement.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY A handwritten signature in dark ink, appearing to read 'Suzanne A. Hutton'.

SUZANNE A. HUTTON

5/23/03

Letter of Election

11. Suspension of Service is not permitted for the requested Service.
12. Service may be transferred to another Subscriber at the same location upon prior written concurrence from the Company. The new subscriber to whom the Service is transferred will be subject to all tariff provisions and equipment configurations currently in effect for the present Subscriber.
13. Recognition of previous service may be given to the Subscriber who renews an existing Arrangement or converts from month-to-month billing, under circumstances detailed in the tariff. This Agreement period includes **37 months** for recognition of previous service.
14. Surcharges, such as end user common line, local number portability, federal universal service charge, etc., that may be included in an Agreement Attachment, are not affected by the Agreement's terms and conditions and are subject to change.

This Agreement is effective when executed by the Subscriber and accepted by the Company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes therein as may be made from time to time.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY *Suzanne A. Hutton*
SUZANNE A. HUTTON
DATE 5/23/03

Subscriber Name _____

Signature _____ Date _____

Printed Name _____ Title _____

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BellSouth Business Systems, Inc.

Signature _____ Date: _____

Printed Name _____ Title _____

Letter of Election

Attachment #1

Frame Relay Service

State Tariff: *Florida General Subscriber Services Tariff*

Service Period: 12 Months

The attached QuoteExpert document includes all rate elements required for:

Frame Relay Service

Those subject to rate stabilization are indicated in the **GSST A40.1, A40.5 & (FCC 1) 4.7**. Other charges mandated by Federal, State, or Local statutes may also apply.

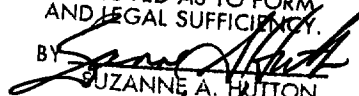
Attach QuoteExpert document to the Letter of Election

Initial: _____

Date: _____

BELL SOUTH

Page 3 of 3

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY 
SUZANNE A. HUTTON
DATE 5/23/03

Private/Proprietary

May not be used or disclosed outside the BellSouth companies, except pursuant to a written agreement.

Quote Number: BBS030428141225

Customer: Monroe County

Prepared By: Juan Montes

Subject: Frame Relay (FL)

Quote Detail

Description	QTY	USOC	Installation	Monthly
Frame Relay (FL)				
<i>Speed: 128 Kbps (Fractional T1)</i>				
<i>Payment Term: 37 to 60 Months</i>				
<i>Option: Connection to Customer Premises</i>				
Customer Connection to Frame Relay Service	1	FRH12	\$460.00	\$74.00
Initial Standard DLCI	1	XAFD1	\$0.00	\$0.00
Committed Information Rate (CIR)				
0 Kbps	1	FRVRO	\$0.00	\$0.00
Broadband Exchange Line - FPO - 1.536 Mbps	1	FP115	\$465.00	\$136.00
End User Common Line (EUCL)	1	9ZR	\$0.00	\$7.84
Telecommunications Relay Service	1		\$0.00	\$0.08
Federal Universal Service Charge	1	FUJMX	\$0.00	\$0.93
Circuit Location #1				
<i>Address: 10600 Aviation Blvd.</i>				
<i>Serving CO: MRTHFLVERS0 (305/743) - BellSouth Telecomm, Inc. - FL</i>				
<i>*Rates quoted for this product are based on Tariff Sections A40.1 (GSST), 4.7 (FCC 1), A40.5 (GSST).</i>				
Custom Entry (FL)				
<i>Description: Waive Installation Charge due to Contract Extension</i>				
<i>*The Custom Entry portion of this quote has been manually entered and is subject to verification</i>				
Waive Installation Charge	1		(\$925.00)	\$0.00
Totals			\$0.00	\$218.85

Circuit Location Information

Frame Relay (FL)

CKL # 1 Monroe County
10600 Aviation Blvd.
Marathon, FL 33050

Custom Entry (FL)

Prepared By Juan Montes (305) 569-7327
Quote Number BBS030428141225
This Quote is valid 30 days from last revision date 4/29/2003

The information contained in this proposal is proprietary to BellSouth and is offered solely for the purpose of evaluation. It may not be disclosed to third parties without prior written permission from BellSouth. This quote is subject to the availability of the services set forth above.



Quote Number: BBS030428141225

Customer: Monroe County

Prepared By: Juan Montes

Subject: Frame Relay (FL)

Notes

Prepared By Juan Montes (305) 569-7327
Quote Number BBS030428141225
This Quote is valid 30 days from last revision date 4/29/2003

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Ships way

Quote Number: BBS030428152052
Customer: Monroe County
Prepared By: Juan Montes
Subject: Frame Relay (FL)

Quote Detail			
Description	QTY	USOC	Installation Monthly

Frame Relay (FL)

Speed: 128 Kbps (Fractional T1)

Payment Term: 37 to 60 Months

Option: Connection to Customer Premises

Customer Connection to Frame Relay Service	1	FRH12	\$460.00	\$74.00
Initial Standard DLCI	1	XAFD1	\$0.00	\$0.00
Committed Information Rate (CIR)				
0 Kbps	1	FRVRO	\$0.00	\$0.00
Broadband Exchange Line - FPO - 1.536 Mbps	1	FP115	\$465.00	\$136.00
End User Common Line (EUCL)	1	9ZR	\$0.00	\$7.84
Telecommunications Relay Service	1		\$0.00	\$0.08
Federal Universal Service Charge	1	FUJMX	\$0.00	\$0.93

Circuit Location #1

Address: 25 Ships Way

Serving CO: BGPIFLMARS0 (305/872) - BellSouth Telecomm, Inc. - FL

**Rates quoted for this product are based on Tariff Sections A40.1 (GSST), 4.7 (FCC 1), A40.5 (GSST).*

Custom Entry (FL)


Description: Waive Installation Charge due to Contract Extension

**The Custom Entry portion of this quote has been manually entered and is subject to verification*

Waive Installation Charge	1		(\$925.00)	\$0.00
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Totals \$0.00 \$218.85

Circuit Location Information
<p>Frame Relay (FL)</p> <p>CKL # 1 Monroe County 25 Ships Way Big Pine Key, FL</p>
Custom Entry (FL)

Prepared By Juan Montes (305) 569-7327 Quote Number BBS030428152052 This Quote is valid 30 days from last revision date 04/29/2003	
The information contained in this proposal is proprietary to BellSouth and is offered solely for the purpose of evaluation. It may not be disclosed to third parties without prior written permission from BellSouth. This quote is subject to the availability of the services set forth above.	

Quote Number: BBS030428152052

Customer: Monroe County

Prepared By: Juan Montes

Subject: Frame Relay (FL)

Notes

Prepared By Juan Montes (305) 569-7327
Quote Number BBS030428152052
This Quote is valid 30 days from last revision date 4/29/2003

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 **BELLSOUTH**

Key Largo
Library

Quote Number: BBS030428153040

Customer: Monroe County

Prepared By: Juan Montes

Subject: Frame Relay (FL)

Quote Detail

Description	QTY	USOC	Installation	Monthly
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Frame Relay (FL)

Speed: 1.536 Mbps

Payment Term: 37 to 60 Months

Option: Connection to Customer Premises

Customer Connection to Frame Relay Service	1	FRH15	\$525.00	\$319.00
Initial Standard DLCI	1	XAFD1	\$0.00	\$0.00
Committed Information Rate (CIR)				
0 Kbps	1	FRVRO	\$0.00	\$0.00
Broadband Exchange Line - FPO - 1.536 Mbps	1	FP115	\$465.00	\$136.00
End User Common Line (EUCL)	1	9ZR	\$0.00	\$7.84
Telecommunications Relay Service	1		\$0.00	\$0.08
Federal Universal Service Charge	1	FUJMX	\$0.00	\$0.93

Circuit Location #1

Address: 101485 Overseas Hwy.

Serving CO: KYLRFLLSRS0 (305/451) - BellSouth Telecomm, Inc. - FL

**Rates quoted for this product are based on Tariff Sections A40.1 (GSST), 4.7 (FCC 1), A40.5 (GSST).*

Custom Entry (FL)

Description: Waive Installation Charge due to Contract Extension

**The Custom Entry portion of this quote has been manually entered and is subject to verification*

Waive Installation Charge	1		(\$990.00)	\$0.00
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Totals			\$0.00	\$463.85
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Circuit Location Information

Frame Relay (FL)

CKL # 1 Monroe County
101485 Overseas Hwy.
Key Largo, FL

Custom Entry (FL)

Prepared By Juan Montes (305) 569-7327
Quote Number BBS030428153040
This Quote is valid 30 days from last revision date 4/29/2003

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BELLSOUTH

Quote Number: BBS030428153040

Customer: Monroe County

Prepared By: Juan Montes

Subject: Frame Relay (FL)

Notes

Prepared By **Juan Montes** (305) 569-7327

Quote Number **BBS030428153040**

This Quote is valid 30 days from last revision date 4/29/2003

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 **BELLSOUTH®**

Quote Number: BBS030428155302

Customer: Monroe County

Prepared By: Juan Montes

Subject: Frame Relay (FL)

Quote Detail

Description	QTY	USOC	Installation	Monthly
Frame Relay (FL)				
<i>Speed: 1.536 Mbps</i>				
<i>Payment Term: 37 to 60 Months</i>				
<i>Option: Connection to Customer Premises</i>				
Customer Connection to Frame Relay Service	1	FRH15	\$525.00	\$319.00
Initial Standard DLCI	1	XAFD1	\$0.00	\$0.00
Committed Information Rate (CIR)				
0 Kbps	1	FRVRO	\$0.00	\$0.00
Broadband Exchange Line - FPO - 1.536 Mbps	1	FP115	\$465.00	\$136.00
End User Common Line (EUCL)	1	9ZR	\$0.00	\$7.84
Telecommunications Relay Service	1		\$0.00	\$0.08
Federal Universal Service Charge	1	FUJMX	\$0.00	\$0.93
Circuit Location #1				
<i>Address: 213 Key Deer Blvd.</i>				
<i>Serving CO: BGPIFLMARS0 (305/872) - BellSouth Telecomm, Inc. - FL</i>				
<i>*Rates quoted for this product are based on Tariff Sections A40.1 (GSST), 4.7 (FCC 1), A40.5 (GSST).</i>				
Custom Entry (FL)				
<i>Description: Waive Installation Charge due to Contract Extension</i>				
<i>*The Custom Entry portion of this quote has been manually entered and is subject to verification</i>				
Waive Installation Charge	1		(\$990.00)	\$0.00
Totals			\$0.00	\$463.85

Circuit Location Information

Frame Relay (FL)

CKL # 1 Monroe County
213 Key Deer Blvd.
Big Pine Key, FL

Custom Entry (FL)

Prepared By Juan Montes (305) 569-7327
Quote Number BBS030428155302
This Quote is valid 30 days from last revision date 4/29/2003

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